

INDEPENDENT CONTRACTOR AGREEMENT  
(Individual)

This Agreement (“Agreement”) is entered into on \_\_\_\_\_, by and between Bronx Community College Auxiliary Enterprises Corp (“**Corporation**”) located at 2155 University Avenue, Bronx, NY 10453 and \_\_\_\_\_ (“**Contractor**”), residing at \_\_\_\_\_. The Contractor's Tax ID number is \_\_\_\_\_.

This Agreement is entered into upon the following terms and conditions:

1. The Corporation engages the Contractor to provide the services set forth in the Scope of Work attached to this Agreement as Appendix A (the “Services”), and the Contractor agrees to perform the Services and to provide all necessary administrative services connected therewith. The dates of performance are: \_\_\_\_\_.

2. In return for satisfactory performance of the Services, the Contractor will receive the following sum in consideration: \_\_\_\_\_ Dollars (\$\_\_\_\_\_), to be paid according to the following schedule:

\_\_\_\_\_

3. In performing the Services, Contractor shall: (i) comply with all applicable federal, state, and local statutes, codes, rules, regulations and guidelines, including but not limited to those related to zoning, environment, fire, safety, and health matters and (ii) perform the Services in a professional and good workmanlike manner.

4. Notwithstanding any other provisions of this Agreement, the Contractor's status is that of an independent contractor and not that of an employee or agent of the Corporation, The City University of New York (“University”), or any other related entity of the University. The Contractor will be expected to work without the full complement of support facilities, working conditions, and supervision given to employees of the Corporation and the University.

5. Contractor will not receive health insurance, sick leave, annual leave, pension, or any other fringe benefits associated with employment with the Corporation.

6. Nothing in this Agreement shall impose any tax liability upon the Corporation, including, but not limited to, federal, state, and local income taxes, unemployment insurance, or social security tax, incurred by the Contractor. The Contractor agrees to indemnify the Corporation and hold it harmless from any and all claims for such payments by taxing authorities, including but not limited to fines, penalties, levies, and assessments, for failure to withhold or remit such payments.

7. The Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between the Services and the Contractor's family, business or financial interests, and no officer, director or employee of the Corporation, CUNY, New York City or New York State, or other officer, director, employee or person whose salary is payable in whole or in part, from the New York City or New York State treasury, is directly or indirectly interested in this Agreement, or in any portion of the profits thereof. Should this situation change during the term of this Agreement and any amendments thereto, the Contractor shall notify the Corporation. The Corporation reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed by this paragraph will disqualify the Contractor from performing the Services.

8. The Corporation may upon five (5) days' written notice terminate this Agreement with or without cause. Contractor will be paid on a prorated basis for those Services rendered up to the date of termination.

9. The Contractor agrees to keep confidential and not disclose to third parties any information provided by the Corporation pursuant to this Agreement unless the Contractor has received prior written consent of the Corporation to make such disclosure. This obligation of confidentiality does not extend to any information that: (i) was in the possession of the Contractor at the time of disclosure by the Corporation, directly or indirectly; (ii) is or shall become, through no fault of the Contractor, available to the general public; (iii) is independently developed and hereafter supplied to the Contractor by a third party without restriction or disclosure; or (iv) is required by law to be disclosed. This provision shall survive expiration and termination of this Agreement.

10. The Contractor agrees to assume liability for and does hereby indemnify, protect and hold harmless Corporation, the University, the CUNY Construction Fund, the Dormitory Authority of the State of New York, the State and City of New York, and each of their successors, directors, officers, agents and employees, from and against any and all liabilities, losses, damages, penalties, claims, actions, expenses and disbursements, including reasonable attorney fees and court costs, imposed on, incurred by or asserted against them or any of them, in any way relating to or arising out of the performance of the Services by Contractor under this Agreement, whether or not suit is brought. Contractor assumes all risk of property loss or damage and of personal injury or death which it may sustain in connection with this Agreement.

11. Any invention or discovery, whether or not patentable, conceived or reduced to practice by the Contractor during the course of the Contractor's performance under this Agreement or any amendment thereto, will be reported to the Corporation with complete information concerning such invention or discovery. The Corporation retains all right, title and interest to any such invention or discovery and retains the sole right to determine whether a patent application will be filed. The Contractor will cooperate fully with the Corporation or its designee to enable it to secure the rights retained under this paragraph and will execute all documents necessary to do so.

12. All copyrightable works (including but not limited to, reports, compilations of data, software, pictorials or graphics) created or prepared by the Contractor's personnel in the course of the performance of the Services ("Copyrightable Works") will be "works for hire" (as that term is defined in the copyright laws of the United States) for the Corporation and all copyright therein are expressly intended to be wholly owned by the Corporation. To the extent that any Copyrightable Works may not, by operation of law, be works for hire, the Contractor hereby assigns to the Corporation the ownership of copyright in the Copyrightable Works and the Corporation has the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the Copyrightable Works. The Contractor agrees to give the Corporation or its designee all assistance reasonably required to perfect its rights. The Contractor represents and warrants that it is and will be sole author of any and all Copyrightable Works, and that they are and will be original works not subject to any prior agreement, lien or other rights. The Contractor further warrants that the Copyrightable Works do not and will not contain libelous, plagiarized, injurious or other unlawful matter, and that they do not and will not infringe on copyright or violate any other right of any person or party whatsoever. The Contractor will indemnify and hold the Corporation, the University, the City of New York and the State of New York harmless against any and all claims, damages or expenses, including, but not limited to, attorney's fees arising out of a breach of such warranties.

13. The Contractor's obligations under this Agreement may not be assigned, sublet or transferred without the prior written consent of the Corporation.

14. This Agreement may be modified from time to time by the parties in writing only, executed by an authorized representative of the Corporation.

15. This Agreement is governed by the laws of New York State.

16. This Agreement with its attachments embodies the entire understanding between the parties and there are no other agreements or understandings between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

Bronx Community College Auxiliary

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Bronx Community College Business Office

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

Title: \_\_\_\_\_